



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Enter into a Contract with: 1) PBS&J to Provide Planning Services and Prepare and Environmental Impact Report; and 2) PMC, Inc., to Provide Project Management Services for a Proposed Sutter Gould Medical Facility at West Lane and Harney Lane, to be Reimbursed by Applicant.

MEETING DATE: August 6, 2008

PREPARED BY Community Development Department

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with: 1) PBS&J to provide planning services and prepare an Environmental Impact Report; and 2) PMC, Inc., to provide project management services for the 30-acre South Hutchins Street Annexation Project located on the southwest corner of West Lane and Harney Lane to accommodate a Sutter Gould Medical Facility.

BACKGROUND INFORMATION: Staff proposes the City hire consultants to provide planning and project management services for a Sutter Gould Medical Facility. The contract amount with PBS&J (\$362,245) exceeds the City Manager's signature authority. PMC's fee ranges from \$100 to \$130 per hour, with an expected average of 20 hours per week until planning services are completed. Staff will negotiate a reimbursement agreement to ensure that applicants Sutter Gould and developer Michael Carouba pay the full cost of processing and evaluating the proposed project.

Staff issued a Request for Proposals for the professional services and received responses from six firms. Staff determined that PBS&J, Inc., is the most qualified to provide planning services for the entire 30-acre area, which is currently within the City's Sphere of Influence and designated Planned Residential Reserve in the Lodi General Plan. The consultants will serve as an extension of staff, subject to City oversight. Current staffing levels do not allow this work to be performed in-house.

Authorizing the City Manager to enter into these contracts is not an endorsement of the project

FISCAL IMPACT: None

FUNDING AVAILABLE: NIA

A handwritten signature in cursive script, appearing to read "Peter Pirnejad".

Peter Pirnejad
Interim Co-Community Development Director

PP/dm/im
Attachments

1. PBS&J Professional Services Contract
2. PMC Professional Services Contract

APPROVED:

A handwritten signature in cursive script, appearing to read "Blair King".

Blair King, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2008, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the

which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

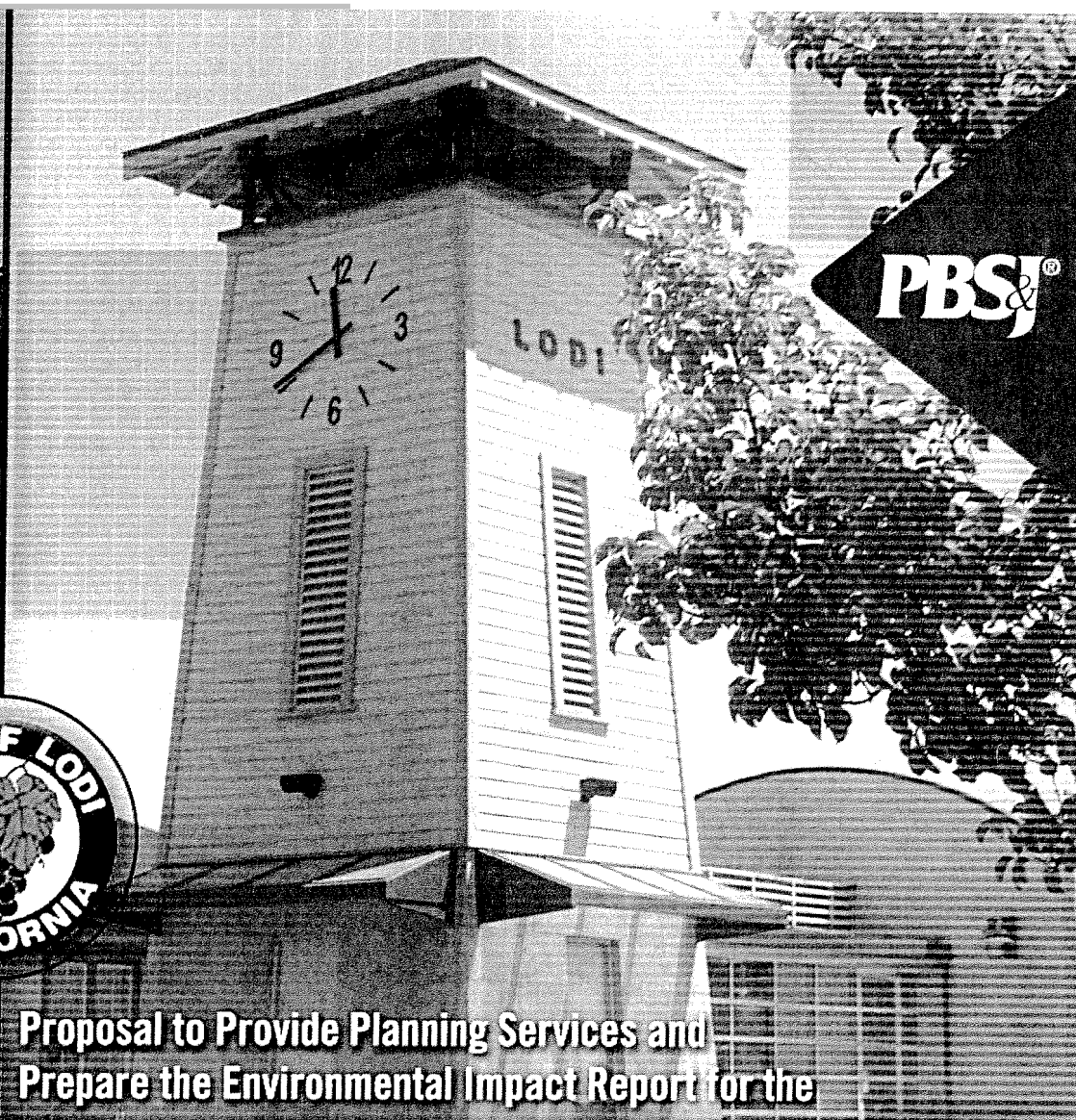
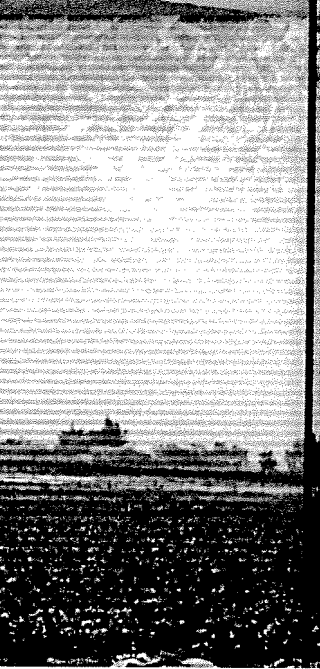
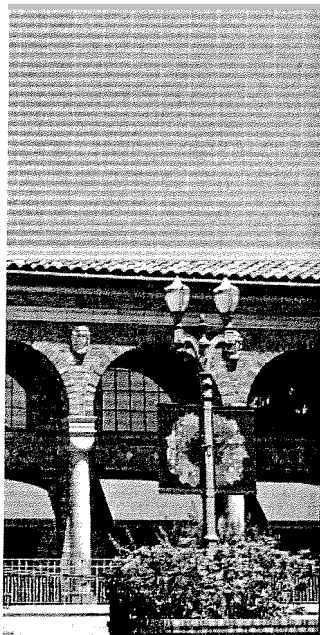
CONSULTANT

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY



By: _____

Its: _____



PBS&



**Proposal to Provide Planning Services and
Prepare the Environmental Impact Report for the**

West Lane Annexation Project

City of Lodi



June 2008



An employee-owned company

June 2, 2008

Mr. Peter Pirnejad, Planning Manager
City of Lodi
Community Development Department, Planning Division
City Hall, 221 West Pine Street
Lodi, CA 95241-1910

Subject: Proposal to Provide Planning Services and Prepare the Environmental Impact Report for the West Lane Annexation Project

Dear Mr. Pirnejad:

PBS&J would like to offer to the City of Lodi our experience providing planning and environmental consulting services. We welcome the opportunity to submit this proposal to help the city maintain its standards of excellence with processing planning applications and associated environmental documentation. PBS&J's philosophy is to do what it takes to help our clients achieve their goals.

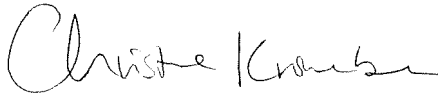
PBS&J presents the full range of technical skills, management expertise, and commitment required for success with our highly qualified urban planners, CEQA practitioners, and transportation technical professionals. The PBS&J Team has the expertise and commitment required to successfully provide planning services and to prepare the environmental impact report for the West Lane Annexation Project. PBS&J is widely recognized for advancing state-of-the-art planning, urban design, and environmental sustainability applications. Our team is on the cutting edge in addressing community objectives for environmental, economic, and social sustainability and integrates these objectives into our client's projects.

PBS&J's urban planners have extensive experience with development review efforts. We get the big picture, understand the process, and know how all the pieces fit together—from the development plan, zoning, and the general plan, to infrastructure studies, development agreements, and CEQA analysis. We understand the interrelationship between these elements and we are skilled in ensuring that each one moves forward in a concurrent manner. Our CEQA practitioners successfully prepare legally adequate environmental impact reports, know how to integrate them with development plans, and understand the complexities of development projects and how to analyze them at a project level. Our transportation technical professionals bring extensive experience in the evaluation of transportation impacts due to project development.

We look forward to the possibility of collaborating with the staff at the City of Lodi on this project and we are committed to providing the high level of effort and dedication that has distinguished our prior planning services and environmental projects.

Sincerely,

PBS&J



Christine M. Kronenberg, AICP
Senior Environmental Project Manager



Vance E. Jones
Senior Planner

PBS&J[®]

Scope of Work

Based on the PBS&J team's understanding of the project, the scope of work is organized into the following distinct components:

- Task 1 Project Initiation
- Task 2 Planning Services
- Task 3 Environmental Impact Report
- Task 4 Project Meetings and Public Hearings

The scope of work outlines the PBS&J team's role and identifies specific tasks for each of the above components.

TASK 1 PROJECT INITIATION

The PBS&J team will attend one project initiation meeting with city staff to define and gain a clear understanding of project objectives, identify key stakeholders, brainstorm work program elements (including scope, budget, and schedule), begin to collect project data and information, and define communication protocols.

The PBS&J team will produce a memorandum summarizing the city's project objectives, key stakeholders, and communication protocols and will provide a finalized scope of work, budget, and schedule based on the decisions at the project initiation meeting.

TASK 2 PLANNING SERVICES

PBS&J's planners will act as an adjunct to staff to assist in managing a review process for the West Lane Annexation project through the designation of a planning project manager for this effort who will act as the primary point of contact for the City of Lodi, providing the city's "go to" person for all issues, questions, and information needs related to the project. Through regular communication with the city, the planning project manager will help direct the ongoing resolution of project issues, review and provide recommended options and solutions on the development plan, coordinate information needs, and monitor the project schedule and budget.

It is anticipated that planning services efforts will focus on facilitating a process that promotes the early identification and resolution of issues. The intent of such an approach is to allow the proposed project to be refined in a manner that is reflective of and facilitates self-mitigation of impacts, and aids the early identification of potential alternatives. Focusing efforts early in the process assists the efficient development of the EIR and related technical documents and allows these documents and associated processes to be structured to best meet the needs of the City of Lodi and the project.

Tasks for Planning Services

Several key tasks and coordination efforts with City staff (bulleted below) will be conducted in an ongoing effort throughout the processing of the project. These planning services will primarily be provided by a PBS&J Senior Planner who will act as Planning Project Manager for this component of the Scope of Work. The Planning Project Manager will be supported by a Project Planner who will assist in tracking information and product needs, scheduling meetings, making phone calls, collecting and managing project data, and providing other project-related tasks.

Key planning services include the following:

- Review of all planning and policy documents relevant to the project area to gain understanding of project context.
- Review the project application, development plan, and supporting information for “completeness” against the City’s submittal requirements.
- Analyze the project for consistency with City policies and regulations (embodied in the City’s General Plan, ordinances, or other regulatory mechanisms).
- Prepare the annexation application to San Joaquin LAFCo, as well as coordinate with the City to secure supporting information needed for the application.
- Prepare amendments to the City’s General Plan that will be needed to accommodate the project.
- Work with City staff for preparation of the exhibit needed to pre-zone the property for annexation.
- Assist with the development agreement (providing strategic input and recommendations on items or issues that should be addressed).
- Facilitate the identification and resolution of project issues.
- Coordinate and attend internal meetings on a biweekly basis, or as needed, with the City to facilitate ongoing progress throughout the entitlement processing.
- Prepare staff reports and presentation materials for public hearings.
- Track and maintain project schedules and budget.

In addition to the above services, project management will occur continuously throughout the project. PBS&J’s Planning Project Manager will be responsible for administration of the Planning Services component of the Scope of Work and will prepare monthly progress reports and perform applicable project accounting tasks.

Labor Assumptions for Planning Services

For the purposes of this Scope of Work, we have assumed that the project will involve a limited level of effort for Planning Services and that these tasks will be completed in a timeframe that will not exceed a 12-month (52-week) period. During this timeframe, the Scope of Work and accompanying budget assumes the following level of effort, which is not inclusive of project meetings or public hearings, which are budgeted under a separate task:

- **Planning Project Manager:** An average of approximately 10 to 12 hours per month, up to 144 hours for the project’s 12-month (52-week) schedule.
- **Project Planner:** An average of approximately 6 hours per month, up to 72 hours for the project’s 12-month (52-week) schedule.

If the project’s timeline exceeds 12 months, or if additional issues arise within this timeframe that require a greater level of effort than is assumed by this Scope of Work, a budget augment may be needed in order to complete this component of the Scope of Work.

These labor assumptions are provided as overall monthly averages, recognizing that some months will require a higher or lesser level of effort, depending on the project’s progress through the City’s

review process. We will provide the services identified in the Scope of Work above, as directed by the City to conduct each task, up to the amount allocated in the budget.

TASK 3 ENVIRONMENTAL IMPACT REPORT

Based on the information provided in the RFP, this scope of work assumes the EIR will include a project-level analysis for the 30-acre site, which includes a proposed 6-acre medical office site (Sutter Gould medical offices). This scope of work assumes the city will provide to PBS&J all relevant planning and policy documents associated with the project site, including GIS files. In addition, this scope of work assumes either the city or the applicant will provide a Phase 1 Environmental Site Assessment (ESA), geotechnical report (if required by the city), drainage report (if required by the city), utility plans, and any other relevant infrastructure engineering plans.

The project site is currently located within the city's sphere of influence (SOI) at the southwest corner of Harney Lane and West Lane. Project approvals include annexation, general plan amendment, prezone, development plan, and development agreement.

This scope of work proposes preparation of the following internal review products: Administrative Draft Notice of Preparation and Initial Study (AD NOP/IS); final NOP/IS; Notice of Completions (NOC); Administrative Draft EIR (ADEIR); Second ADEIR; Screencheck Draft EIR, Draft EIR (DEIR); Notice of Availability (NOA); Administrative Final EIR (AFEIR); Second AFEIR; Screencheck Final EIR, Final EIR (FEIR), and Mitigation Monitoring Plan (MMP). This scope of work assumes three bound copies of all review drafts (AD NOP/IS, ADEIR, Second ADEIR, Screencheck Draft EIR, AFEIR, Second AFEIR, Screencheck Final EIR) along with one electronic copy and one master reproducible copy for City review. The second drafts of the ADEIR and AFEIR were included based on the RFP. If requested by the city, these second review drafts can be removed from the scope.

PBS&J will provide 15 copies of the NOP/IS and DEIR to the State Clearinghouse and will provide the city with 3 bound copies of the NOP/IS, DEIR, and FEIR for city distribution along with a PDF copy of each document on CD and a reproducible master. It is assumed the city will post all public documents on the city's website as well as make any additional copies of the documents.

The following is a review of the tasks required for preparation of the EIR.

Task 3.1 EIR Initiation

As discussed in Task 1, the EIR project manager and deputy project manager will attend a project initiation meeting with city staff. It is anticipated that, in terms of the EIR, the following items will be discussed at this meeting:

- Project description
- Project objectives
- Sources of additional information – including technical studies prepared for the project
- Scope of work
- Format of Notice of Preparation (NOP), Initial Study, and Draft EIR (DEIR)
- Standards of significance
- Key issues, including anticipated significant impacts and foreseeable mitigation measures

- Alternatives to be addressed in the EIR, if available
- Approach to cumulative analysis (including cumulative context and approach to mitigation)
- Schedule

Items that cannot be finalized at the project initiation meeting will be resolved through subsequent verbal and written communication with city staff and the project applicant.

The PBS&J team will review existing background documents and coordinate closely with city staff and the applicant to prepare a detailed project description that will form the basis for the environmental analysis. It is assumed that the project description information will be provided by the project applicant in a timely manner to ensure an accurate and complete project description. The project description will describe the project area, project objectives, scope of the EIR analysis, and anticipated approvals. During this process, the PBS&J team will identify any additional data needs and confirm the need for additional technical studies.

During preparation of the project description, the PBS&J team will work with city staff to refine the range of project alternatives that will satisfy CEQA requirements and respond to public interest and concerns. We recommend that a list of possible alternatives be included in the NOP/IS, however, this is not required. The alternatives will continue to be refined throughout ADEIR preparation, based on input from the public during outreach, responses to the NOP/IS, and the outcome of the environmental analysis.

Key members of the EIR PBS&J team will visit the site to familiarize themselves with the area and any potential issues associated with the location and surrounding uses.

Task 3.2 Notice of Preparation and Initial Study (NOP/IS)

The PBS&J Team will prepare the administrative draft NOP/IS for City review. This scope of work assumes that an Initial Study checklist will be prepared and distributed with the NOP to address issue areas in the checklist that would result in less-than-significant impacts. This will allow for a more focused EIR analysis that addresses the pertinent environmental concerns associated with the project.

The IS will serve as the basis for identifying those issues that require further study in the EIR. Preliminary analysis indicates that the following issues may be adequately addressed in the IS: aesthetics, geology and soils (assumes applicant to provide a geotechnical Report), hazards and hazardous materials, mineral resources, population and housing, public services (police, fire, schools, recreation, and solid waste), and telecommunications. It is assumed that potential physical impacts associated with the provision of services for police, fire, and parks would be offset by applicable fees and would be addressed solely in the IS.

For the IS analysis it is assumed cultural resources could be addressed in the IS. No structures are present on the site, with the exception of a seasonal produce stand. A records search would be conducted at the Central California Information Center and, provided the project site is not considered of moderate or high sensitivity for any unknown archeological or paleontological resources, the impacts can be addressed in the IS. If it is determined the site is considered sensitive for cultural resources PBS&J will discuss with city staff inclusion of a cultural resources section in the EIR. For the hazards analysis, because the site is in active agricultural use, there is the potential for pesticides and fertilizers to be present in the soil. This scope of work assumes a Phase I ESA (and

a Phase II, if required) would be made available to PBS&J to address this issue in the IS. It is PBS&J's understanding that a Phase I and geotechnical study are currently being prepared by the applicant for the entire 30-acre site.

Once finalized, PBS&J will deliver 15 copies of the NOP/IS along with a Notice of Completion (NOC) to the State Clearinghouse to start the required 30-day public review period.

This scope of work assumes the city will advertise availability of the NOP/IS and, if it is determined the project is of statewide, regional, or areawide importance, per CEQA Guidelines sections 150829(c)(1) and 15206, it is assumed city staff will organize a scoping meeting to be held during the 30-day public review period. PBS&J will attend the scoping meeting and be available to discuss the EIR process, as needed. It is assumed city staff will prepare and mail notices and arrange for the room.

Task 3.3 Administrative Draft and Draft EIR

The PBS&J team will prepare a complete, comprehensive, and legally adequate EIR. Agency and public responses received in response to the NOP will be addressed as appropriate in the Draft EIR. The EIR will be prepared in accordance with CEQA, the CEQA Guidelines as recently updated, recent case law, and the local regulations of the City of Lodi. This scope of work anticipates the project is not controversial and will not receive a great deal of public scrutiny.

The environmental setting (existing conditions) will be clearly described in each technical section of the EIR along with the applicable regulatory setting information. The methods of analysis and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section, including any assumptions that are important to understand the models, or modeling techniques used in the analysis or conclusions of the analysis. The level of significance of each environmental impact will be identified both before and after mitigation. Each impact will be numbered, consistent with any corresponding mitigation measures. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and parties responsible for implementation of the measure. The determination of impacts will be based on thresholds of significance developed in accordance with CEQA requirements and the city's environmental guidelines and requirements, and other recently approved environmental documents. Feasible mitigation measures will be developed to reduce or avoid identified adverse impacts, if available.

The technical issue areas that will be addressed in the EIR include air quality and climate change, agricultural resources, biological resources, hydrology and water quality, noise, public utilities (water supply, wastewater, energy), and transportation and circulation. Land use, including compatibility with adjacent uses and consistency with the city's General Plan, will be addressed as a non-impact chapter.

The following describes the specific tasks for completing the ADEIR.

Summary

The EIR will include a summary chapter that sets the context for the EIR, and clarifies for the lay reader the importance of the conclusions of the EIR. The summary will briefly describe the EIR process, the project and alternative descriptions, potentially controversial issues, and comments received on the NOP/IS. A summary table will be provided, consisting of a matrix of impacts and

mitigation measures, including levels of significance of impacts before and after mitigation for the project. A table summarizing the relative impacts of the alternatives will also be provided.

Project Description

Using text and graphic representations, the PBS&J Team will describe the location and characteristics of the proposed project based on information prepared for the NOP/IS. It is anticipated that information contained in the NOP/IS would be expanded for the EIR project description. The project description will clearly describe the proposed project, project objectives, any adjustments to the project description since the project application was submitted to the City and/or circulation of the NOP/SI, specific project characteristics, construction phasing for the 6-acre site, and actions required to approve the project.

Non-CEQA Analyses

This scope of work proposes a separate chapter preceding the technical sections for the Land Use compatibility and consistency analysis. Land use and planning-related issues are not considered environmental impacts in and of themselves; nonetheless, they are of public concern and the EIR can be used to inform decision makers and the public of project effects in these areas.

Land Use Consistency and Compatibility

Key issues to be addressed in the land use section include consistency with adopted plans and zoning and compatibility with adjacent land uses. The EIR will identify current zoning designations and land use goals and policies contained in the city's General Plan. The EIR will evaluate the extent to which the proposed project is consistent with and supportive of these adopted plans and their relevant policies. The analysis will address consistency with these adopted plans, as well as any future compatibility issues. The PBS&J team will work with the city to ensure that the EIR has the most current information, and that the discussion recognizes the changing environment without presupposing the outcome of any ongoing relevant planning effort.

The EIR will document existing and planned land uses within the project area and adjacent parcels, based on a site visit and review of applicable plans. Major development projects approved or planned for the surrounding area will be identified. Particular attention will be paid to assess how any change in use, intensity, or pattern of land uses associated with the project could affect the area.

CEQA-Required Sections

The EIR will also include other CEQA-required sections including growth-inducing impacts, irreversible environmental effects, and a summary of significant and unavoidable impacts.

Growth-Inducing Impacts. The EIR will discuss the ways that the proposed project could foster direct and/or indirect economic or population growth or the construction of additional housing in the vicinity and how that growth will, in turn, affect the surrounding environment.

Irreversible Environmental Effects. The EIR will evaluate the proposed project for significant irreversible environmental changes consistent with CEQA Guidelines section 15126.2(c).

Significant and Unavoidable Impacts. The EIR will include a summary of all significant and unavoidable impacts identified and discussed in each of the technical sections of the EIR.

Cumulative Impacts. A summary of cumulative impacts identified for the proposed project (discussed in detail in each technical section). The cumulative context will be developed as part of Task 3.1.

Alternatives

This scope of work proposes analyzing up to four alternatives (including the no project, an off-site, and reduced-intensity alternatives). The basis for selecting each alternative will be provided along with a discussion of alternatives that were considered but rejected or evaluated with a lesser level of analysis. The alternatives analysis will be qualitative and impacts of the project alternatives will be compared to those of the proposed project. Where impacts of the alternatives and the proposed project are similar, the EIR will briefly explain why the impacts would be similar. The EIR will contain more detail in cases where impacts would differ between the alternatives and the proposed project. The EIR will also include a table that compares impacts of the proposed project with each of the alternatives.

Evaluation of Technical Issues

The technical sections of the ADEIR will describe the existing physical conditions at the project site. PBS&J will rely upon technical studies prepared for the project, provided by the applicant. This scope of work assumes, if required by the City, that the applicant would provide a geotechnical report and drainage report. Relevant federal, state, and local laws and regulations, including City of Lodi General Plan policies, will be summarized. Feasible mitigation measures will be identified for each significant impact, if available. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and the parties responsible for implementation of the measure.

Below is a discussion of the tasks to be completed to evaluate the technical issues.

Air Quality and Climate Change

The EIR will identify existing sensitive receptors for air pollutants in the vicinity of the project site and summarize existing emissions from the project site. The PBS&J team will prepare an air quality analysis that meets the requirements of the California Air Resources Board (CARB) and the San Joaquin Valley Air Pollution Control District (SJVAPCD). The EIR air quality setting section will include a description of the climatic and topographic factors that influence air quality in the region and the project site; identification of the major criteria air pollutants, Toxic Air Contaminants (TACs) emitted locally and regionally; summaries of recent air pollutant ambient monitoring data; identification of existing pollutant-sensitive land uses in the project area; and a listing of applicable SJVAPCD air pollution control regulations and air quality improvement programs implemented under the current attainment plans.

The EIR air quality impact analysis will include an analysis of air pollutant impacts associated with construction activity of the 6-acre site. The analysis will also include analysis of the 24-acre portion of the site based upon square footage or other development assumptions provided by the City or based upon development potential as allowed by zoning. Construction equipment emits ozone precursors and construction activities generate particulate matter that could adversely affect regional and local air quality. Construction-phase project air pollutant emissions and fugitive dust from exposed soils (particulate matter) will be estimated using CARB's URBEMIS 2007 model. Model inputs will be based on SJVAPCD guidance for construction emissions and URBEMIS default

factors for construction activities. Project construction emissions will be compared with significance thresholds.

Air quality impacts associated with operational activities, such as those emissions from new vehicle trips to and from the project site and area source emissions within the site, will be estimated using URBEMIS 2007 or some other comparable SJVAPCD-approved method. If adequate information is available for the proposed commercial uses operational emissions will be quantified to the extent possible. All emission estimates will be compared with the air district's adopted thresholds.

Intersections operating at LOS D or worse will be analyzed and, if necessary, CALINE4 will be used to analyze potential CO hotspots at failing intersections for Existing plus Project and Future plus Project conditions.

Potential impacts associated with toxic air contaminants from both stationary source facilities and mobile sources will be qualitatively evaluated. This scope of work does not include preparation of a Health Risk Assessment.

The Air Quality section will also summarize greenhouse gas emissions (GHG) and global climate change issues in California based on available existing documentation. The analysis will include a summary of typical contributors to GHG emissions and how they are generated from urban development. A summary of information compiled and published by agencies as it relates to water supply and hydrology effects of climate change that may result from GHG emissions will also be presented. Please note that no original research, conclusions, or recommendations will be prepared; the description of existing conditions will rely solely on technical information compiled by the California Energy Commission, California EPA, CARB, Department of Water Resources (DWR), or other local agencies.

Applicable legislation (e.g., Assembly Bill 1493, Executive Order S-3-05, and Assembly Bill 32) will be summarized in a regulatory framework subsection. It should be noted that no air district in California has identified a significance threshold for GHG emissions or a methodology for analyzing climate change impacts related to GHG emissions. This analysis will, however, identify steps California regulatory agencies are taking to provide guidance for calculating emissions and to determine what steps should be taken to reduce GHG emissions in the future. The discussion will also describe the State Attorney General's Office view on how climate change should be assessed.

Methods used to evaluate the extent to which the proposed project would contribute to cumulative global warming effects will be described. A baseline will be developed that includes a determination of baseline GHG emissions on a statewide, regional, and city-wide basis, based on available data. Also based on existing data and with the assistance of the SJVAPCD, an estimate will be made of future regional GHG emissions. Any existing site GHG emissions will also be presented.

The URBEMIS 2007 model will be used to estimate the amount of GHG emissions produced by the project-specific portion of the project. The analysis will also include GHG generation for the 24-acre portion of the site based upon square footage or other development assumptions provided by the City or based upon development potential as allowed by zoning. In the absence of an agency-adopted protocol, to determine the proposed project's GHG emissions, the analysis will use CO2 emissions as a proxy for all GHG emissions, because it is the most commonly produced GHG in terms of both number of sources and volume generated. This is consistent with current reporting protocol of the California Climate Action Registry. The PBS&J team will identify the variables that

could affect these results and how the results compare to available regional or global data. The purpose of providing these data will be for informational purposes and full disclosure under CEQA.

Based on the results, the project's contribution to cumulative GHG (CO₂ emissions) will be discussed relative to baseline city-wide, state, and global GHG estimates. The challenge in assessing the significance of an individual project's contribution to global GHG emissions and associated global climate change impacts is to determine whether a project's GHG emissions—which, it can be argued, are at a micro scale relative to global emissions—result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. The PBS&J Team will work with the City to determine the appropriate significance conclusion. In consultation with the City, the PBS&J Team will describe any features of the proposed project that would help reduce GHG emissions and/or recommend mitigation measures to reduce GHG emissions. The PBS&J team could provide examples of other design features that could further reduce the project's contribution to GHG emissions that the applicant may wish to consider.

The analysis will also qualitatively address potential future effects on water supply availability and increased risk of flood hazards attributed to climate change based on existing data developed by DWR. Readily available published information will be used to characterize such changes. However, no specific quantification of water supply availability effects or hydrologic modeling will be prepared. No calculations will be prepared.

It is important to note that the City of Stockton is in the process of developing its approach to global warming analyses, and is coordinating its effort with the Attorney General, who expressed concern regarding the City of Stockton General Plan EIR. It may be advisable to meet with the City of Stockton to discuss a consistent approach to global warming analyses, especially as it relates to the southward expansion of Lodi towards Stockton.

Agricultural Resources

The PBS&J team will rely upon existing information, such as the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) inventory and existing city data, to identify Important Farmlands on the project site. Due to the undeveloped nature of the site, it is anticipated that future development would result in the loss of agricultural resources. The EIR will evaluate the potential for the intrusion of incompatible uses that could conflict with or preclude viable agricultural activity. The EIR will review the General Plan's proposed goals and policies, in preparing the agricultural resources analyses and will consult with the city to determine the level of significance of effects on agriculture, as well as possible mitigation measures. The section will also address the proposed project's contribution to the cumulative loss of agricultural land in the region. A specific economic analysis associated with removal of active agricultural land will not be conducted as part of this task.

Biological Resources

The proposed project site is presently undeveloped and has previously been used for agriculture, but is currently fallow. The site could provide foraging habitat for Swainson's hawk or other raptor species. To prepare the biological resources section, the PBS&J Team will review aerial photographs, and conduct an initial search of the California Natural Diversity Database (CNDDDB), and the special status species lists from the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) to determine if the site has the potential to support habitat for state or federally designated special status species. In order to

confirm this assumption, and the need to assess potential impacts of the proposed project for CEQA purposes, the PBS&J team will conduct a general or reconnaissance-level biological field survey of the entire project site to document biological resources.

Hydrology and Water Quality

The EIR will identify any issues related to flood risk and will discuss the relevant federal and state regulations and programs. The EIR will also summarize relevant regulations that govern drainage and water quality, including the California Department of Water Resources and city requirements.

The PBS&J team will describe the existing site drainage conditions, including existing collection and treatment capacity, based on information obtained from the city. The current status of surface water drainage improvements and current city standards for storm drainage will be characterized. The potential physical impacts of the installation of new or the modification of existing storm drain infrastructure will be discussed in the appropriate technical sections of the EIR. It is anticipated that some type of storm drain infrastructure would be required for, at a minimum, the 6-acre portion of the site.

Existing surface and groundwater resources (depth and direction of flow, quality) will be described based on existing available documents. Applicable federal, state, and local regulations, including but not limited to, NPDES construction and operational storm water regulations, will be identified. City policies and standards pertaining to the management of storm water runoff will be described.

Noise

The proposed project would be required to comply with all city noise standards and be consistent with the noise element of the City of Lodi General Plan. The PBS&J Team will evaluate the proposed project to determine if it would conflict with any local noise regulations, the General Plan, or whether it would have any noise-related impacts.

Noise monitoring will be conducted to determine existing ambient noise levels in the vicinity of the project site. A Larson-Davis model 814 precision sound level meter will be used. This meter satisfies the American National Standards Institute for general environmental noise measurement instrumentation. Monitoring will be conducted at up to five locations in and around the project site.

The EIR will describe the type of noise-generating construction activity that would occur associated with development of the 6-acre portion of the site and the likely pieces of construction equipment that would be used, if provided by the project applicant. The remainder of the project site will be analyzed based upon assumptions for development of the site based upon development potential defined by the zoning. Distances to any nearby sensitive receptors will also be determined. Construction noise impacts on these sensitive receptors will be assessed based on US EPA construction noise factors. The City of Lodi General Plan and Municipal Code will be reviewed to determine if exemptions exist for construction noise that could reduce the need for the proposed project to meet local noise standards during construction.

Construction activities associated with the proposed project could generate ground borne vibration. Impacts will be assessed using average vibration level ranges for typical construction equipment developed by the Federal Railroad Administration. Groundborne vibration levels will be compared to appropriate thresholds.

Using traffic volume numbers from the traffic study, project-generated traffic noise will be modeled using the Federal Highway Administration's Traffic Noise Prediction Model (FHWA-RD-77-108). Traffic noise levels will be compared to local noise standards. Mitigation measures will be recommended to reduce any impacts, if feasible measures are available.

An analysis will also be conducted to determine if nearby noise receptors would be affected by noise from typical building operations, such as the operation of rooftop HVAC equipment. If impacts exist, mitigation measures will be recommended to reduce the impacts, if feasible.

Public Utilities

The EIR will evaluate the ability of utilities to serve the proposed project. Public utilities to be evaluated in the EIR include the provision of water, wastewater, and electricity and natural gas. Storm drainage capacity will be evaluated in the Hydrology and Water Quality section of the EIR. Should 250,000 or more square feet of commercial uses (or equivalent land uses) be proposed in the remaining 24 acres, it is possible that a Water Supply Assessment (WSA) may be required. Per the city, the Department of Public Works will prepare the WSA, if necessary. It is also PBS&J's understanding that the City is currently preparing utility plans for the project, which will be incorporated into the EIR.

Water Supply, Treatment, and Infrastructure

The PBS&J team will describe available water supplies based on information provided by the City, including a review of the city's Urban Water Management Plan. The PBS&J Team will coordinate with the City to determine the appropriate water demand rates for each component of the project. Based on those demand rates, water demand associated with the proposed 6-acre site will be evaluated as well as an estimate of water demand for the remaining 24-acres site. The PBS&J team will conduct an assessment that compares available supplies to calculated demand.

The existing water infrastructure, including the water treatment plant and conveyance and storage facilities that serve the project area will also be described and evaluated for capacity to serve the project based on information provided by the city utilities staff.

Wastewater

The EIR will describe the existing and planned capacity of the Wastewater Treatment Plant. Existing and planned wastewater collection facilities in the project vicinity, including pipelines and lift stations will be identified. The PBS&J team will coordinate with the city to determine the appropriate wastewater generation rates for each component of the project. The EIR will describe and quantify the increased demand for wastewater facilities that could result from implementation of both the 6-acres as well as the remaining 24-acre commercial development. The EIR will identify any required improvements to the wastewater collection and treatment infrastructure.

Electricity and Natural Gas

The PBS&J team will contact PG&E to obtain information on existing and planned electrical and natural gas infrastructure in the area and will provide current demand (usage) and consumption information. The existing and future capacity of PG&E to serve the project will be identified and any shortfalls in supplying electricity and natural gas to the site will be discussed. Generation rates to determine the project's demand for electricity will be identified in consultation with PG&E staff.

Transportation and Circulation

The PBS&J team will prepare both the Transportation Study and the Transportation and Circulation section of the EIR. The following scope of work is based on our initial understanding of the West Lane Annexation project. From a transportation perspective, the 30-acre project site is located just outside the city limits in the West Lane Annexation project area and is largely undeveloped. All of the surrounding parcels to the South, East, and West are primarily agricultural in nature and are predominantly undeveloped. The roadway network in this area is not yet fully developed, and there are therefore only a limited number of ways to go to and from the project site. This will somewhat reduce the number of intersections and roadway segments that need to be analyzed.

Based on our preliminary understanding of the project, we believe the major roadways that will need to be analyzed are US 99, SR 12 (West Kettleman Lane), Harney Lane and Armstrong Lane.

Project Initiation Meeting and Existing Conditions Analysis

The PBS&J Team will meet with City of Lodi staff to finalize the list of study intersections and roadway segments to be analyzed (assumed under Task 3.1). The outcome of the project initiation meeting will be a memorandum documenting the revised scope of work and cost estimate for review and approval by City staff. Based on our current understanding of the project, the following is a list of the intersections and freeway mainline segments that we propose to analyze.

Intersections

1. Hutchins Street/North West Lane
2. East Harney Lane/North Lower Sacramento Road
3. East Harney Lane/West US 99 Ramps
4. East Harney Lane/East US 99 Ramps
5. West Kettleman Lane (SR 12)/ South Hutchinson Street
6. West Kettleman Lane (SR 12)/ South Ham Lane
7. North West Lane/East Armstrong Lane
8. East Kettleman Lane (SR 12)/ South Cherokee Lane
9. Ham Lane/Harney Lane
10. Harney Lane/Reynolds Ranch Parkway (future intersection)

Freeway Facilities

1. SR 99 NB between East 8 Mile Road and East Armstrong Lane
2. SR 99 SB between East 8 Mile Road and East Armstrong Lane
3. SR 99 NB between East Armstrong Lane and East Harney Lane
4. SR 99 SB between East Armstrong Lane and East Harney Lane
5. SR 99 NB between East Harney Lane and East Kettleman Lane (SR 12)
6. SR 99 SB between East Harney Lane and East Kettleman Lane (SR 12)

The PBS&J team will analyze weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak hour traffic operations at these intersections and mainline segments according to the standards and methods identified in the latest version of the City of Lodi's General Plan and Caltrans, "Guidelines

for the Preparation of Traffic Impact Studies” . We will analyze existing conditions at the study intersections, freeway mainline sections, and freeway weaving sections using the methodology published in the Highway Capacity Manual (HCM 2000). The Synchro software package will be used to study the intersections and the HCS+ software package will be used to analyze the freeway mainline sections and ramp junctions.

We will document the bicycle, pedestrian, and transit facilities within the immediate project vicinity. This includes bike lanes / paths, crosswalks, sidewalks, bus shelters, bus turnouts, and bus routes.

Analysis Scenarios

Based on preliminary discussions PBS&J will evaluate the following scenarios:

1. Existing: will be evaluated under both the existing General Plan (GP) and the proposed update to the GP.
2. Existing + Approved: will be evaluated under both the existing GP and the proposed update to the GP.
3. Existing + Approved + Project: will be evaluated under both the existing GP and the proposed update to the GP.
4. Cumulative without Project – Existing GP: will be evaluated under the existing GP.
5. Cumulative without Project – Proposed GP: will be evaluated under the Proposed GP.
6. Cumulative + Project – Existing GP: will be evaluated under the existing GP.
7. Cumulative + Project – Proposed GP: will be evaluated under the proposed GP.

Data Collection

The data collection will involve a site visit to collect existing field condition data, including roadway facilities, traffic controls, and other development in the vicinity of the proposed project site. Truck, pedestrian, or bicycle volumes will not be collected. The PBS&J Team will obtain traffic studies from other projects in the vicinity, where traffic counts may be available.

The PBS&J team will collect available freeway data from Caltrans. For the study intersections where count data are not available or are more than 12 months old, AM and PM peak hour intersection turning moving counts and ramp counts will be conducted at the locations noted above.

Proposed Project Trip Generation and Distribution

The PBS&J team will determine the project trip generation and distribution for the proposed project based on the project description information and Trip Generation, by the Institute of Transportation Engineers (ITE). The distribution of traffic for Existing Plus Approved Projects, Existing Plus Approved Projects Plus Project, Cumulative Conditions without Project, and Cumulative Conditions with Project will be determined based on complimentary land uses and the surrounding transportation system. Project generated traffic will be assigned to the surrounding transportation system for the AM and PM peak hour conditions.

We will document significance criteria to identify transportation impacts in the EIR. Roadway and local study intersection impacts will be based on California Department of Transportation (Caltrans) level of service standards. Freeway mainline, on-ramp merge sections, off-ramp diverge sections, and ramp terminal intersection impacts will also be based on Caltrans level of service standards.

Existing Plus Approved Projects

The PBS&J team will meet with City staff and obtain information on all approved / proposed development projects in the study area. This development will be added to the Existing Conditions analysis. The PBS&J Team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Existing Plus Approved Projects conditions. This analysis will be performed based on both the adopted and proposed General Plan standards.

Existing Plus Approved Projects Plus Project

The PBS&J team will analyze the impacts of the proposed project under near-term conditions. New trips generated by the planned project will be assigned to the local street and regional freeway system. The PBS&J Team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Existing Plus Approved Projects Plus Project conditions.

Based upon the standards of significance for intersections, freeway mainline, freeway on-ramp merge section, freeway off-ramp diverge section, bicycles, and pedestrians, project impacts will be identified and mitigation measures will be recommended. Mitigation measures may include modifications to the roadway network and traffic control devices and will reflect applicable policies and practices. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on both the adopted and proposed General Plan standards.

Cumulative Conditions without Project

The PBS&J team will meet with city staff to determine the future year (2025 or 2030) that will be used for this project. We will obtain information on all the land use changes projected to occur between the Existing and Cumulative year, and all planned / programmed street improvements scheduled to occur in the study area by this out-year. Future background traffic volumes will be based on the San Joaquin Council of Governments (SJCOG) 2007 adopted travel demand model.

The PBS&J team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Cumulative without Project conditions. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on the adopted General Plan standards.

Cumulative Conditions with Project

The PBS&J team will also analyze the impacts of the proposed project under long term conditions. New trips generated by the project will be assigned to the local street and roadway system. The PBS&J team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Cumulative with project conditions.

Based upon the standards of significance for intersections, freeway mainline, freeway on-ramp merge section, freeway off-ramp diverge section, bicycles, and pedestrians, project impacts will be identified and mitigation measures will be recommended. Mitigation measures may include modifications to

the roadway network and / or traffic control devices and will reflect applicable policies and practices. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on both the adopted and proposed General Plan standards.

Documentation and Meetings

The PBS&J team will document the results of the analysis in a Transportation Study and prepare the corresponding Transportation and Circulation section of the EIR.

The PBS&J team will respond to one set of comments on the Draft Transportation Study. We have budgeted 30 hours to respond to comments. If additional time or analysis is needed to respond to the comments, we will submit a supplemental scope of work.

The PBS&J Transportation Team will meet hold up to a total of four (4) meetings with Caltrans, SJCOG or any other agencies as necessary to discuss the methodology and the results. If additional meetings are required they will be performed as additional services.

Second Administrative Draft EIR

Based upon city comments on the Administrative Draft EIR, the PBS&J team will prepare a Second Administrative Draft EIR for city review. If the city determines that this additional draft is not required, it can be removed from the scope of work.

Screencheck DEIR

Based on one consolidated set of comments on the ADEIR (or Second ADEIR, as appropriate), the PBS&J team will prepare a Screencheck DEIR that will incorporate modifications made to the ADEIR and will be provided to the City to ensure that all agreed to revisions are incorporated prior to publication.

Draft EIR

The PBS&J team will revise the Screencheck DEIR and prepare the DEIR for the required 45-day public review. It is assumed that review of the Screencheck DEIR will not result in any new technical analysis or substantial text revisions. After city review of the Screencheck, the PBS&J team will incorporate one set of consolidated comments provided by the city and will prepare the document for publication. The PBS&J team will prepare the NOA to provide to the City for distribution, and will prepare the NOC and file the NOC and 15 copies of the DEIR with the State Clearinghouse.

This scope of work assumes the city will mail the NOA to interested parties and advertise the document's availability in a local newspaper.

Task 3.4 Administrative Final and Final EIR

Public and agency comments on the DEIR generally require only clarification and expansion of the EIR analysis and/or recognition of the commenters' concerns about the project being considered. In some cases, however, additional analysis may be required. Because new impacts can trigger recirculation of the DEIR, which could alter the project schedule, it is important to identify issues for recirculation as quickly as possible. Therefore, after the close of the 45-day public comment period on the DEIR, the PBS&J Team will begin preparation of the Administrative Final EIR

(AFEIR) with a review of all public and agency comments, followed by a meeting with city staff (if determined necessary) to discuss the most critical comments. This approach will ensure that critical path items are identified immediately, and that the most difficult or sensitive comments receive ample attention.

Comment letters will be organized by federal, state, local jurisdiction, members of the public and by date received. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. Where necessary, the text of the DEIR will be revised in a track changes format to indicate text that has been deleted (by strike-out) or new text has been inserted (by underline). Possible master responses (responses that address major, repetitive comments on the document) will also be identified. If comments received exceed the assumptions of this scope, the EIR project manager will immediately contact the city and project applicant regarding a revised scope and budget for this task.

The FEIR will include:

- List of commenters;
- Comments and responses to comments;
- Summary of text changes;
- Revised summary table; and MMP.

A text change chapter will summarize changes in chapters and section of the DEIR made in response to comments received.

Consistent with CEQA requirements, the FEIR will also include a Mitigation Monitoring Program (MMP). The MMP will be designed to ensure compliance with all adopted mitigation measures. The MMP will be in a table format, and will specify mitigation measures, timing of the action, and parties responsible for implementation and monitoring.

The MMP will be prepared in an agreed to format and will consist of:

- All mitigation measures;
- Timing and frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring;
- Standards for compliance; and
- Verification of compliance.

Second Administrative Final EIR

Based upon city comments on the Administrative Final EIR, the PBS&J team will prepare a Second Administrative Final EIR for city review. If the city determines that this additional draft is not required, it can be removed from the scope of work.

Screencheck and Final EIR

Based on one consolidated set of comments on the AFEIR provided by the city, the PBS&J team will revise the AFEIR and prepare a Screencheck FEIR for city review. The Screencheck FEIR will incorporate modifications made to the AFEIR and will be provided to the team to ensure that all agreed to revisions are incorporated prior to publication. It is assumed that review of the Screencheck

FEIR will not result in any new technical analysis or substantial text revisions. After city review of the Screencheck, the PBS&J team will incorporate one consolidated set of comments provided by city staff and prepare and prepare the FEIR.

It is assumed that the FEIR will be distributed by the city at least 10 days prior to the EIR certification hearings. The PBS&J team will also prepare the NOD for posting at the county offices after certification of the EIR to start the 30-day Statute of Limitations.

Prepare Findings of Fact and Statement of Overriding Considerations

The PBS&J team will draft the Findings of Fact and Statement of Overriding Considerations using a format to be provided by the city. The PBS&J team will revise the Findings document based on comments provided by the city and will provide the final document to the city.

Task 3.5 EIR Project Management

The EIR process requires regular communication between the EIR team and city staff. The EIR project manager will maintain regular contact with city staff, by phone, facsimile, and electronic mail. PBS&J's project director, senior environmental manager, Christine Kronenberg, AICP, will oversee preparation of each component of the environmental analyses and PBS&J, project manager, Chris Mundhenk will coordinate interaction between the EIR team, including city staff, PBS&J's planning team, and the project applicant and its consultants. This scope and budget assumes 7.5 hours per month for the project manager and 8 hours per month for the deputy project manager over the 12-month (52-week) schedule.

TASK 4 PROJECT MEETINGS AND PUBLIC HEARINGS

Task 4.1 Meetings with City Staff and Project Team

The scope of work provides for biweekly meetings with city staff over the 12-month (52-week) schedule. The budget for task 4 assumes up to two hours per meeting (plus travel time) at the City of Lodi offices or up to two hours for conference calls, as needed in lieu of meeting at the city. The budget also assumes four hours per month of internal PBS&J EIR team meetings.

During the 12-month timeframe, the PBS&J team has assumed the following attendance for meetings and conference calls with city staff:

Planning Services: The Planning Services project manager or project planner will be available to attend the following meetings.

- One project initiation meeting with city staff (per Task 1)
- Up to twenty-six biweekly meetings and/or conference calls with city staff

EIR Services: The EIR project manager and either the EIR project director or EIR deputy project manager will be available to attend the following meetings.

- One project initiation meeting with city staff (per Task 1)
- Up to twenty-six biweekly meetings and conference call with city staff
- One NOP scoping meeting with city staff

Task 4.2 Public Hearings

The scope of work and budget assumes the EIR project director's and planning services project manager's attendance at up to seven public hearings, as follows:

- Two Planning Commission
- Three City Council
- Two San Joaquin LAFCo

For the purposes of the budget, the PBS&J team assumes three hours per public hearing (plus travel time). The PBS&J team will prepare all necessary staff reports and make presentations at the public hearings, as directed by staff.

Budget

The proposed budget is based on the PBS&J Team hours and associated direct costs to complete the identified Scope of Work tasks, as illustrated on the following page.

BUDGET ASSUMPTIONS

There are a number of factors that could influence the budget. The proposed budget is based on the Scope of Work (Section 2) and the following assumptions:

- The City will provide information, as necessary, to PBS&J in a coordinated and unified manner.
- There are no major revisions to, or significant changes in the direction of, the proposed project.
- The processing of the project is not significantly delayed or compressed from the identified schedule due to technical, political, or other issues. It is assumed work will be completed by the end of 12 months.
- The effort of the Planning Project Manager does not exceed 12 hours per month.
- The effort of the Project Planner does not exceed 8 hours per month.
- PBS&J's costs are based on the assumption that any technical studies to be prepared by the project applicant are complete and will form the basis of relevant impact analyses. In addition, the proposed budget is based on the applicant providing the level of detail necessary in the project description to prepare a project-level analysis.
- Should additional technical analysis be required in the EIR beyond that identified in this scope of work following public and agency review of the NOP/IS and/or comments received on the DEIR, PBS&J would contact the City to renegotiate the budget to include any additional work upon specific direction and authorization by the City.
- The EIR will analyze a total of four project alternatives (including the No Project Alternative). PBS&J assumes the City or applicant representatives will provide information on alternatives considered but dismissed and any relevant project information for PBS&J to use in describing and evaluating alternatives.
- PBS&J will attend up to 7 public hearings and up to 26 meetings with staff. Additional meetings and hearings will be negotiated separately, at the written request of the applicant. The cost of the applicant/staff meetings assumes approximately 3 hours per meeting, including travel time to meet at City offices and one hour via conference call. The cost of public meetings/hearings is based on individual billing rates and mileage (see attached compensation schedule). It is assumed that each public meeting would take a total of six hours, inclusive of travel time and preparation.
- PBS&J will prepare public notices for the City to distribute the NOA, NOP/IS, DEIR, and FEIR. PBS&J will prepare the NOC and deliver 15 copies of the NOP/IS and DEIR to the State Clearinghouse. PBS&J will prepare the NOD, but the City will post the NOD at the County Clerk's office.
- It is assumed the ADEIR and DEIR will be approximately 500 pages with appendices, double sided. The AFEIR and FEIR, including the MMP, will be 250 pages double sided.

- If the project extends beyond twelve months from the time the contract is signed, for reasons outside of PBS&J's control, PBS&J will have the right to submit a revised budget, which could include a revised set of billing rates and make concomitant adjustments in the project budget.
- The budget for printing/Xerox/distribution costs is an estimate, which assumes approximately 5% of the total gross budget amount. PBS&J will charge actual printing/Xerox/distribution costs to the project, plus 15% (PBS&J administration fee on expenses).

Lastly, it will be important to continuously monitor budget status throughout the course of the project. PBS&J will promptly notify the City should costs exceed estimates or if out of scope work is requested.

**City of Lodi West Lane Annexation Project
Cost Estimate for Planning Services & EIR**

		Project Director	Project Manager	Deputy Project Manager	Planning Project Manager	Project Planner	Technical	Technical	Technical	Technical	Technical	Word Processing	Graphics/ GIS	Hours Per Task	Cost Per Subtask	Cost Per Task
<i>Project Title</i> <i>Billing Title</i>		Senior Manager	Project Manager	Assoc Manager	Senior Planner II	Senior Planner I	Sr. Trans Manager	Sr. Planner /Engineer	Planner I	Planner II	Assoc Scientist					
Task 1	Project Initiation		8	4		8	4							24	\$ 3,260	\$ 3,260
Task 2	Planning Services				144	72								216	\$ 32,040	\$ 32,040
Task 3	EIR															
Task 3.1	EIR Initiation	6	4	4			8	8	4	8	8			50	\$ 6,970	\$ 6,970
Task 3.2	NOP/Initial Study		4	40								4	4	52	\$ 5,600	\$ 5,600
Task 3.3	Administrative Draft and Draft EIR															\$ 172,535
	Administrative Draft EIR													2	\$ 220	
	Introduction			2									6	10	\$ 950	
	Summary			4												
	Project Description		2	12									6	20	\$ 2,090	
	Land Use Consistency and Compatibility									36			6	42	\$ 3,930	
	Agricultural Resources								40				4	44	\$ 3,740	
	Air Quality and Climate Change										50		4	54	\$ 7,340	
	Biological Resources										45		4	49	\$ 6,640	
	Hydrology and Water Quality										40		4	44	\$ 5,940	
	Noise										48		4	52	\$ 7,060	
	Transportation and Circulation		8				80	290				48	48	474	\$ 69,900	
	Public Utilities									45				45	\$ 4,275	
	CEQA Required Sections			12										12	\$ 1,320	
	Alternatives		4	35									4	43	\$ 4,710	
	Technical review/Production	8	40	60								28		136	\$ 15,340	
	Second Administrative Draft EIR		36	54					6	8	12	24		140	\$ 15,610	
	Screencheck Draft EIR		28	48					4	6	8	24	4	122	\$ 13,330	
	Draft EIR	4	24	40								24		92	\$ 10,140	
Task 3.4	Administrative Final and Final EIR															\$ 40,990
	Administrative Final EIR	4	24	40					2	4	8	24		106	\$ 11,810	
	Second Administrative Final EIR		20	36							8	24		88	\$ 9,720	
	Screencheck Final EIR		16	35								18		69	\$ 7,460	
	Final EIR	4	10	16								16		46	\$ 5,000	
	Mitigation Monitoring Program		4	24								4		32	\$ 3,500	
	Prepare Findings		4	24								4		32	\$ 3,500	
Task 3.5	EIR Project Management	24	90	96										210	\$ 25,740	\$ 25,740
Task 4	Project Meetings & Public Hearings															
Task 4.1	Meetings with City Staff and Project Team	26	104	72	104									306	\$ 41,850	\$ 41,850
Task 4.2	Public Hearings															\$ 9,225
	Planning Commission (first)	5			5									10	\$ 1,525	
	Planning Commission (second)	5			5									10	\$ 1,525	
	City Council (first)	5			5									10	\$ 1,525	
	City Council (second)	5			5									10	\$ 1,525	
	City Council (third)	5			5									10	\$ 1,525	
	San Joaquin LAFCo (first)				5									5	\$ 800	
	San Joaquin LAFCo (second)				5									5	\$ 800	
	Total Hours	101	430	658	291	76	88	298	56	107	227	248	92	2,672		
	Hourly Rate	\$ 145	\$ 130	\$ 110	\$ 160	\$ 125	\$ 215	\$ 150	\$ 85	\$ 95	\$ 140	\$ 85	\$ 85			
	Total PBS&J Labor	\$ 14,645	\$ 55,900	\$ 72,380	\$ 46,560	\$ 9,500	\$ 18,920	\$ 44,700	\$ 4,760	\$ 10,165	\$ 31,780	\$ 21,080	\$ 7,820		\$ 338,210	\$ 338,210
Expenses																\$ 20,900
	Printing/Xerox/Distribution														\$ 15,000	
	Miscellaneous														\$ 1,500	
	Traffic Counts														\$ 4,000	
	Records Search														\$ 400	
Subtotal																\$ 359,110
PBS&J Administration Fee (15% of Expenses)																\$ 3,135
Total Budget																\$ 362,245

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2008, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Pacific Municipal Consultants, dba PMC, a California corporation, (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing

agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

The City acknowledges and agrees that the Consultant has invested considerable time and money that would be difficult to quantify in the training and development of Consultant's employees. Therefore, without receiving the Consultant's written permission, the City agrees not to hire, retain or contract with any employee of Consultant who performs services for the City under this Agreement for a period of one year from the date this Agreement is terminated.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated in Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of

said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 Blair King, City Manager
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: PMC
 Philip O. Carter, President
 2729 Prospect Park Drive, Suite 220
 Rancho Cordova, CA 95670

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of

Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

By _____
D. STEPHEN SCHWABAUER
ATTO NEY

By: _____



July 9, 2008

Peter Pirnejad
Planning Manager
CITY OF LODI
221 W. Pine St.
Lodi, CA 95240

**RE: PROPOSAL AND STATEMENT OF QUALIFICATIONS TO PROVIDE
CONTRACT PLANNING SERVICES TO THE CITY OF LODI FOR THE SOUTH
HUTCHINS STREET ANNEXATION PROJECT**

Dear Mr. Pirnejad:

Thank you for the opportunity to meet with us and to submit this letter proposal offering our contract staff services to the City of Lodi. This proposal provides a brief overview of our company, our services, qualifications of our personnel, and current hourly rates.

PMC OVERVIEW

PMC is dedicated to serving the needs of cities, counties, and other governmental agencies by providing a complementary range of municipal finance, planning, environmental, and management services. PMC provides comprehensive staff contract assistance, environmental services, General and Specific Plan preparation, LAFCo/annexation services, fiscal and impact fee studies, infrastructure and facility finance planning, regulatory permitting assistance, public relations, community outreach, housing, grant writing, and all aspects of current and advanced planning assistance to our clients.

The firm was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since that time, PMC has provided its wide range of services to more than 200 cities, counties, and special districts throughout the western United States. The company has grown steadily and today consists of more than 220 employees working from our nine primary offices and other project locations.

Our dedication to providing effective consulting services has established PMC as a recognized industry leader. We offer professional part-time and full-time contract staff with a variety of specializations and expertise to supplement the agency's work force capabilities. When PMC provides contract staff to an agency, we are committing the resources of our entire firm.

PMC is fully prepared to support the efforts of the staff we assign to your jurisdiction and to share our experience with you. Our work for agencies throughout California provides us with practical, first hand

knowledge of successful programs, policies, and documents that address a wide range of issues affecting communities today.

CONTRACT STAFF PLANNING

We have provided long-term and temporary planning assistance to many agencies in California, ranging from small, rural communities to large, urban cities. In the Central Valley, PMC provides assistance to the cities of Stockton, Modesto, Hughson, Ceres, Livingston, Fresno, and Hanford. We are familiar with the issues facing cities in San Joaquin County and the surrounding area.

Our on-call services offer an effective and cost-efficient way to respond to your department's fluctuating workload. For current planning projects, PMC staff is able to process applications from initial review to hearings. Specific tasks typically include review for application completeness, project and site plan analysis, corresponding with project sponsors, conducting (or managing) CEQA review, preparing staff reports and analysis, coordinating noticing and other City procedures, and participating in necessary meetings and hearings.

LAFCo SERVICES

PMC staff has provided planning services and/or prepared studies for more than a dozen LAFCO clients throughout California, and possesses a thorough understanding of OPR Guidelines, LAFCO policies and procedures, the Cortese-Knox Local Government Reorganization Act, and changes to the Act made pursuant to AB 2838 (Herzberg) in 2000. At the core of the changes were reforms aimed at discouraging urban sprawl, preserving open space and prime agricultural lands, ensuring efficient and logical extension of municipal services, changes to the operational structure of LAFCOs, and implementation of a mandated five-year update of spheres of influence. Among the more practical implementation requirements: consideration of available water supply, infill opportunities (e.g., the timeliness and appropriateness of requested annexations or amendments to spheres of influence), affordable housing goals, ability to efficiently and adequately provide municipal services, and how these types of service issues interrelate.

SCOPE OF WORK

PMC understands that the City of Lodi seeks an experienced project manager/senior level planner to manage the processing of the West Lane Annexation (Sutter Gould) project. This project involves a 30-acre site to be developed with 6 acres of medical offices and the remainder with future commercial uses. This project involves an annexation agreement, a General Plan Amendment, prezone, development agreement as well as environmental clearance from the City's Planning Commission, City Council and San Joaquin County LAFCo. We understand that an environmental impact report is currently being prepared and that contract planning assistance will be needed to manage this project throughout the entitlement process. The processing of this project is estimated to take approximately one year.

PMC understands that the City of Lodi previously contracted with a separate environmental consultant to prepare the environmental document (Environmental Impact Report (EIR)) for the proposed project. It is further understood that PMC will be responsible for providing project management services as an extension of City staff to ensure the processing of the proposed project, including all associated entitlements and the Environmental Impact Report (EIR). It is anticipated that work is to commence on or immediately after August 6, 2008.

We have prepared this proposal to address the current planning service needs of the City at this time. Our present staffing and commitments allow us to propose the following approach for the City's needs.

PROPOSED STAFF

We propose to dedicate Gary Pedroni, a senior planner and project manager with over 23 years of experience in the planning field, to serve the City of Lodi. Mr. Pedroni provides current and advance planning services for complex projects and studies including specific plans, community/area plans, environmental impact report (EIR) preparation/review, airport plan development and implementation, and redevelopment agency planning. He has extensive experience working with the California Environmental Quality Act (CEQA) and in making oral and written presentations to decision-making bodies. He has coordinated complex project review with numerous levels of government agencies, formulated work programs, drafted grant proposals, and administered project budgets. Mr. Pedroni has been responsible for overseeing the preparation of EIR's including those for General Plan updates. Mr. Pedroni has served as a contract planner for the City of Santa Rosa, City of Ukiah, Town of Corte Madera, City of Clearlake, and the City of Willits. Mr. Pedroni has also prepared Zoning Codes and various ordinance amendments over the years and is currently managing the preparation of a Municipal Service Review for the City of Ukiah and closely working with the Mendocino County LAFCo in providing technical assistance. As a county planner, Mr. Pedroni has also managed General Plan updates, specific plan preparations, reviewed proposed annexations and has processed numerous entitlements, including tentative subdivision maps, conditional use permits, design reviews, and has facilitated numerous public and stakeholder meetings.

It is estimated that Mr. Pedroni's time will consist of office time as needed to attend meetings/conference calls, preparation of reports and notices, attendance of public hearings, including collaborating with City staff, as determined by the City, with additional work being completed off-site.

Services to Lodi: On-site, off-site project management

Availability: Approximately 20 hours per week with the ability to roll over unused hours from week to week.

Other PMC staff representing a variety of disciplines including planning, environmental analysis, biological resources, archaeology/history, GIS/computerized mapping, housing, municipal finance, and natural resources planning are also available to the City as a resource. PMC also has a variety of other junior and senior level planners available to assist with project processing and CEQA review of development projects (e.g., staff reports, initial studies and Mitigated Negative Declarations) if the City needs additional assistance to meet deadlines and time constraints.

In addition to Mr. Pedroni, we also propose to include Rebecca Cremeen, Senior Planner and Aprile Haupt, Senior Planner. Both Ms. Cremeen and Ms. Haupt will provide assistance to Mr. Pedroni as needed in order to complete assigned tasks and allow for the project to move forward in a timely manner. Mr. Pedroni will serve as the Project Manager/Project Planner for this assignment. In addition to project planner and staff resources noted above, Ignacio (Nash) Gonzalez, Senior Associate will also be available to the City as a resource.

Billing Rate:

Gary Pedroni, Project Manager/Senior Planner \$130 per hour

Ignacio (Nash) Gonzalez, Senior Associate \$130 per hour

Rebecca Cremeen, Senior Planner \$100 per hour

Aprile Haupt, Senior Planner \$100 per hour

BILLING

PMC proposes billing on an hourly basis. PMC is capable of providing invoices in any format requested by the City, including invoices that outline each planner's time spent on specific tasks during the billing period. This will assist the City in recovering costs from applicants for work done on a particular element of the work program. PMC will work with the City to determine the most appropriate billing method to meet the specific needs of the City.

If you should have any questions regarding this submittal, please do not hesitate to contact me at (530) 750-7076 ext. 301 or (707) 332-6263. In addition, you may also contact Sara Allinder at (209) 484-3433. Again, thank you for your interest in PMC and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ignacio', followed by a stylized flourish or second signature.

Ignacio (Nash) Gonzalez, AICP
Senior Associate

NG

Enclosures: Resumes

Cc: Sara Allinder, AICP

RESOLUTION NO. 2008-156

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO ENTER CONTRACTS WITH PBS&J
FOR PLANNING SERVICES AND ENVIRONMENTAL IMPACT
REPORT PREPARATION; AND PMC, INC. FOR PROJECT
MANAGEMENT SERVICES RELATING TO THE PROPOSED
SUTTER GOULD MEDICAL FACILITY

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NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby authorizes the City Manager to enter contracts with PBS&J for planning services and Environmental Impact Report preparation; and PMC, Inc. for Project Management Services relating to the proposed Sutter Gould Medical Facility at West Lane and Harney Lane to be reimbursed by the Applicant.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-156 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk